

REMARKS/ARGUMENTS

The present amendment is being filed under a Certificate of Mailing.

Claims 6, 14, and 20-31 remain pending in the present application. Claims 6 and 14 have been amended. Claims 7 and 15 have been canceled. No claims have been added.

§102 Rejection

Claims 6 and 7 have been rejected as being anticipated under 35 U.S.C. §102(b) by U.S. Pat. No. 4,204,531 to Aginsky (“Aginsky”). Independent claim 6 has been amended to include the limitation that “one of said first component and said second component defines a groove and wherein said other of said first component and said second component comprises a protrusion for cooperation with said groove, such that the protrusion extends into the groove, thereby coupling said first component to said second component.” It is the Applicant’s opinion that such wording more clearly clarifies the Applicant’s invention. The groove and protrusion are the means for attaching the first and second components to each other.

Aginsky does not disclose such a groove and protrusion. The space between the rod (7) and the cut-outs (11) of the tubular sheath (6) does not serve to couple the sheath and the rod together. Instead, the void is created when the cut-outs are activated to expand as shown in FIG. 3. Therefore, there is no protrusion that extends into the groove to cooperate with the groove so as to couple the sheath and the rod. For at least this reason, claim 6 and its dependents are believed to be allowable over the prior art.

§103 Rejections

Claims 20-26 were rejected under 35 U.S.C. §103 as being unpatentable over the combination of Aginsky and German Patent DE3630069 (“Parhofer”). Claims 20-26 all depend from claim 6 and therefore include the limitation that the protrusion extends into the void and cooperates with the void. In order to prove a *prima facie* case of obviousness, each and every claim limitation must be met by the prior art. As stated above, Aginsky does not disclose a void as recited in claim 6. Furthermore, the Examiner concedes that Parhofer does not disclose such a feature (see page 5 of the August 8, 2006 Office Action). Therefore, none of the references disclose each and every limitation of the claims.

Claims 14 and 27-31 were rejected under 35 U.S.C. §103 as being obvious over Parhofer in view of Aginsky. Claim 14 has been amended to recite that the protrusion extends into the groove so as to couple the first and second components. As stated above in reference to claims 6 and 20-26, neither Parhofer nor Aginsky disclose such a groove. Therefore, for at least those same reasons, claims 14, 15, and 27-31 are believed to be allowable over the prior art.

Conclusion

For the above-described reasons it is respectfully submitted that the rejections of claims 6, 14, and 20-31 have been overcome and are currently in condition for allowance. Early Notice of Allowance is respectfully requested.

Respectfully submitted,

/Cynthia K. Thompson /

Cynthia K. Thompson
Attorney for Applicants
Reg. No. 48,655

Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick, NJ 08933-7003
(574) 372-7332
DATED: January 30, 2007